

EXHIBIT B



November 6, 2020

Via Email to nagelamerica@gmail.com

Mr. Jon Nagel
2560 South Ocean Boulevard
Palm Beach, FL 33480

Re: Post-Termination Obligations to Zurich North America

Dear Mr. Nagel:

We have obtained information that you have violated your continuing legal duties and obligations owed to Zurich. The purpose of this letter is to remind you of your obligation to maintain the trade secret, proprietary and other confidential information of Zurich in strict confidence, and to demand that you return to the Company any and all copies of its confidential information in your possession or control.

As you know, during the course of your employment with Zurich, you were provided with access to many of Zurich's most sensitive trade secrets and other confidential and proprietary information. Such information includes, but is not limited to, corporate governance documents, board resolutions and biographical affidavits for Zurich's senior executives. Please note that you are subject to continuing legal and ethical obligations not to use or disclose Zurich's trade secrets or confidential or proprietary information, whether that information is in hard copy, soft copy or in your knowledge.

Please be aware that Zurich is very serious about protecting its confidential information, as well as its goodwill. While our investigation is ongoing, Zurich has learned that you engaged in conduct that violates Zurich's legal rights. Specifically, during your employment, you forwarded documents containing Zurich's confidential information and sensitive employee data to the private email address "nagelamerica@gmail.com." You did not notify your superiors at Zurich that you had done so, and you did not redact any confidential information prior to sending the emails outside the Zurich network.

Zurich North America
Corporate Law

1299 Zurich Way
Schaumburg, IL 60196

Direct 847-605-3338
Main No.: 847-605-6000
E-Mail: Julia.Oltmanns@zurichna.com



Zurich demands that you, and all those acting in concert with you, IMMEDIATELY CEASE AND DESIST from engaging in any conduct of any type or nature -- whether described above or otherwise -- which violates your contractual or statutory obligations to the Company. Zurich further demands the following:

1. By no later than November 16, 2020, return all hard copy documents, paperwork or files containing confidential information of Zurich in your possession or control to me.
2. By no later than November 16, 2020, produce all of your desktop, laptop, tablets, mobile phones, storage devices and/or other media to a forensics consulting firm in your area named ENETSEC for imaging and forensics analysis; provided that (a) after imaging, such device(s) will be promptly returned to you, (b) the image(s) shall be examined to determine whether they contain any confidential information of Zurich, and (c) the image(s) shall be destroyed in the event that the image does not contain confidential information of Zurich.
3. By no later than November 16, 2020, provide access to all of your personal email accounts for imaging and forensics analysis to ENETSEC; provided that (a) the image(s) shall be examined to determine whether they contain any confidential information of Zurich, and (b) the image(s) shall be destroyed in the event that the image does not contain confidential information of Zurich.
4. You shall certify in a sworn affidavit satisfactory to Zurich that:
 - a. Since your last day of work with Zurich, you have not accessed or copied any documents or electronically stored information that contains any confidential information of Zurich.
 - b. You have turned over for imaging and forensics analysis all of your respective desktop, laptop and/or other computers, storage devices and/or other media to ENETSEC.



- c. You do not retain any documents or electronically stored information containing any confidential information of Zurich.
- d. You have not used any confidential information of Zurich in the course of any personal business enterprises of you or your family.
- e. You have not disclosed any confidential information of Zurich to any third party.

We expect to hear from you regarding the above demands by 5:00 p.m. CDT on November 12, 2020. If I do not hear from you, we will begin to take legal action on behalf of Zurich. This may include seeking an injunction restraining you from violating or continuing to violate the above duties, and/or seeking damages, including but not limited to compensatory and punitive damages and attorney's fees and costs.

This does not constitute a complete statement of Zurich's rights and claims. Nothing stated herein is intended nor shall be deemed to constitute a waiver of any of Zurich's rights and remedies, whether legal or equitable, all of which are expressly reserved.

By this letter, you are hereby given notice to preserve and not to destroy, delete, conceal or alter any documents and/or electronically stored information related to Zurich and its confidential information and customers, and the subjects set forth in this letter. This includes all paper or electronic/digital documents, files and other data in personal or business storage media (e.g., computer hard drive, server, USB, zip cartridge, CD, DVD, etc.), and any other electronic data such as voice mail. You should be aware that your failure to comply with this notice may result in severe sanctions imposed by the court for spoliation of evidence or potential evidence. In order to avoid spoliation, you may need to suspend certain computer maintenance practices, including but not limited to practices such as automatic deletion of emails, defragmenting hard drives, deleting internet cookies, deleting browser history and favorites, running disk cleanup procedures, etc.

We await your prompt response.

Very truly yours,

Julia Oltmanns

Julia Oltmanns
Assistant Vice President, Employment Law

Enclosure

Agreement Relating to
Proprietary Information/Equipment/Work Development

In consideration of my employment with Zurich American Insurance Company or any of its subsidiaries or affiliates (hereinafter referred to individually and collectively as the "Company"), I agree to the following:

I. PROPRIETARY INFORMATION

- A. I understand that during the course of my employment with the Company, I may have access to and/or have been involved in the development of computer software programs, related documents, systems security access codes and access passwords, as well as Company information of a business nature including but not limited to, marketing, pricing, claims, financial, strategic, risk engineering, underwriting, employee data, and planning and organizational data, all of which individually and collectively is referred to as "Proprietary Information." I also acknowledge that Proprietary Information can be proprietary to the Company as well as third parties such as vendors, agents, policyholders, and claimants (hereinafter referred to as "Third Parties").
- B. I shall use my utmost diligence to guard and protect Proprietary Information which is proprietary to the Company and Third Parties, and I shall not, during and after my period of employment with the Company, disclose, use for myself or others, make unauthorized copies of, alter or modify in anyway, or take with me such Proprietary Information. I recognize that such disclosure, use, copying, altering, modifying, or taking is grounds for dismissal from employment.
- C. Additionally, I will not share any assigned system security access codes or access passwords with any other person, including but not limited to Company employees (except with an authorized Company systems security administrator), nor accept any system security access code from any other person, whether or not employed by the Company (except from an authorized Company systems security administrator).
- D. I shall indemnify and hold the Company harmless from any liability, loss, cost, damage, or expense, including attorney's fees, which the Company may incur arising out of my disclosure, use, copying, altering, modifying, or taking of Proprietary Information or arising out of my negligence which results in any disclosure, use, copying, altering, modifying, or taking of such Proprietary Information.
- E. I shall immediately return all Proprietary Information to the Company upon the Company's request or upon termination of my employment, including but not

limited to all documents, records, files, data, reports, notebooks, lotus notes, tapes, memoranda, diskettes, CDROM, or other physical or electronic medium.

II. COMPANY EQUIPMENT

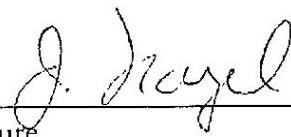
- A. Any equipment (leased or Company owned) assigned to me or made available to me for my business use by the Company is intended to be used solely by me for Company-related business and work assignments, and I shall be responsible for the protection and safety of the equipment and for the back-up of data and programs in my possession. Use of the equipment for non-Company-related business or by non-authorized Company representatives shall be deemed unauthorized usage. All such Company equipment is intended to be used solely with software supplied by the Company or expressly authorized by the Company for use with the equipment; no alterations, modifications, or attachments to the software (as noted in I.B.) of Company equipment shall be effected without prior written Company authorization. I shall indemnify and hold the Company harmless from any liability, loss, cost, damage, or expense, including attorney's fees, which the Company may incur arising out of negligent use, misuse, or unauthorized use of such equipment.
- B. I will be responsible for all damage to such Company equipment arising out of my negligence. I will notify my manager of any such loss or damage to equipment. Further, I give the Company permission to deduct the cost to repair or replace such equipment from my paycheck.
- C. I shall immediately return all equipment in my possession to the Company upon the Company's request or upon termination of my employment.

III. WORK DEVELOPMENT

All work product and processes developed by me, including but not limited to development of Proprietary Information, shall belong to me if I did not use any Company equipment, supplies, facilities, or trade secret information and I performed the work entirely on my own time unless the work: (a) relates to the business of the Company, or (b) relates to the Company's actual or demonstrably anticipated research or development, or (c) results from any work performed by me for the Company. Therefore, if such product(s) or process(es) do not belong to me as described above, the Company shall be the owner of such product(s) or process(es), including but not limited to Company rights as the patent or copyright holder, and, accordingly, I will not be entitled to any payment for the Company's use of such work product and processes.

IV. ADDITIONAL

- A. I understand that my obligations under this Agreement will continue whether or not my employment with the Company is terminated voluntarily or involuntarily.
- B. Nothing in this Agreement will change my status as an employee-at-will.
- C. This Agreement replaces any previous Agreement relating to the same or similar subject matter which I may have entered into with the Company. This Agreement may not be changed by any verbal statement or written document other than a document signed by the Director of Human Resources.
- D. I understand that failure to abide by this Agreement in any way may result in disciplinary action up to and including termination.



Signature

Printed
Name: J. Nagel

Date: 10-30-2011